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Attorneys for Debtor / debtor-in-possession

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re:

MORDECHAI KOKA,

Debtor.

DALE GARDNER and MELISSA
GARDNER,

v.

MORDECHAI KOKA, Debtor and
GREENBAY BUILDERS, INC.

Case No. 20-50469 SLJ
Adversary Proceeding: 20-05030

Chapter 11

STATUS CONFERENCE STATEMENT

Date: April 22, 2021
Time: 2:30 p.m.
Place: **Hearing to be conducted via
Tele / Video Conference

JUDGE: HON. STEPHEN L. JOHNSON

**TO THE HONORABLE JUDGE STEPHEN L. JOHNSON, THE UNITED
STATES TRUSTEE'S OFFICE FOR THE NORTHERN DISTRICT OF CALIFORNIA,
ALL PARTIES IN INTEREST, AND THEIR RESPECTIVE COUNSEL(S) OF RECORD:**

Now comes the Debtor-in-possession herein, Mordechai Koka, by and through his counsel of
record, Farsad Law Office, P.C., and hereby submits the instant Status Conference Statement.

STATEMENT OF THE CASE

On June 6, 2020, Plaintiffs filed the instant Adversary Proceeding for nondischargeability
based on 11 U.S.C. 523(a)(2), 523(a)(4), and 523(a)(6). Defendant-debtor filed an answer on

1 July 20, 2020 (Dkt. No. 9). Plaintiffs and Defendants participated in BDRP which resulted in a
2 settlement and a Motion to Compromise Controversy (the “Motion”) which was filed on October
3 28, 2020 (Dkt. Nos., 92, 93).

4 Pursuant to the settlement, the Debtor was to pay \$50,000.00 to the Plaintiffs once the
5 Court entered an Order Approving the Motion and was to pay the remaining \$400,000 by April
6 15, 2021. Although there was no provision that the \$400,000 would be paid from the sale of the
7 Debtor’s property located at 1702 Paru St., Alameda, CA 94501 (the “Property”), realistically,
8 the Debtor would be paying the remaining \$400,000 settlement amount to the Plaintiffs from the
9 sale of the Property, and also from money the instant counsel is holding in its IOLTA account.

10 Although the Property was timely listed, the Debtor ran into some criminal legal trouble
11 which delayed his participation in moving the sale along. Counsel for the Debtor reached out to
12 counsel for the Plaintiffs for extra time to complete the sale and pay them pursuant to the
13 settlement, but could not come to a resolution.

14 On April 16, 2021, Plaintiffs filed a competing Chapter 11 Plan of Reorganization (Dkt.
15 No. 114) to be heard on approval of its disclosures on June 3, 2021.

16 On April 20, 2021, the Debtor filed a substitution of attorney substituting current counsel
17 in his main case to the Fuller Law Firm, P.C. Current counsel will likely continue to litigate the
18 instant nondischargeability Adversary Proceeding. Debtor respectfully requests that the instant
19 status conference be continued for 60-90 days in order to meet and confer with Plaintiff’s
20 counsel on potential settlement, a new discovery plan, and setting a trial date.

21 DATED: April 20, 2021

Respectfully submitted,

FARSAD LAW OFFICE, P.C.

By: /s/ Nancy Weng

Nancy Weng, Esq.

Attorneys for Debtor

CERTIFICATE OF SERVICE
No Mail Service Required

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